

**CONTRACT DOCUMENTS
STARTRAN**

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL REQUIREMENTS
FOR
Transit Advertising Services
RFP Number 12-237**

**Houck Transit Advertising
4610 Milton St. North
St. Paul, MN 55126
651-488-8933**

**CITY OF LINCOLN
STARTRAN
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2012, by and between **Houck Transit Advertising, 4610 Milton St. North, St. Paul, MN 55126**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing Transit Advertising Services, RFP Bid No. 12-237 and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

City will receive revenue from advertisement sales as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract.

3. **Equal Employment Opportunity.** In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. GUARANTEE: A performance bond in the amount of \$5,000.00 shall be required for this contract. This bond shall remain in effect during the term of the contract as stated in the specifications.
6. Termination. This Contract may be terminated by the following:
 - 6.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 6.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 6.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 6.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 6.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
7. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
8. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a five (5) year term with no renewals
9. Non-Discrimination Clause. StarTran shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The recipient's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the (Recipient) of its failure to carry out its approved program, the Department may impose sanction as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

9. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Agreement
 2. Accepted Proposal/Response
 3. Addendums No. 1 and 2
 4. Specifications
 5. Attachment A
 6. Federal Documents
 7. Performance Bond
 8. Instructions to Bidders
 9. Insurance Requirements
 10. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

Name of Corporation

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Houck Transit Advertising, Inc
Name of Organization

Corp.
Type of Organization

4610 N. Miller St. St. Paul Mn 55126
(Address)

By: Shawn Houck, President
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

CONSTRUCTION PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

**Houck Transit Advertising
4610 Milton St. North
St. Paul, MN 55126**

SURETY (Name and Principal

Place of Business):

Owner (Name and Address):

City of Lincoln
555 South 10th St.
Lincoln, NE 68508

CONSTRUCTION CONTRACT

Date: **10/16/12**

Amount: **\$5,000.00**

Description (Name and Location):

For all labor, material and equipment necessary for Transit Advertising Services, RFP Bid No. 12-237

BOND

Date: **10/16/12**

Amount: **\$5,000.00**

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company:

**Houck Transit Advertising
4610 Milton St. North
St. Paul, MN 55126**

(Corp. Seal)

SURETY

Company:

(Corp. Seal)

Signature: Thomas Houck, President
Name and Title: Name and Title:

Signature: [Signature]

EJCDC NO. 1910-28a (1984 Edition)

Prepared through the joint efforts of The Surety Assoc. of America, Engineers' Joint Contract Documents Committee, The Associated General Contractors of America, and the American Institute of Architects.

1. The Contractor and the Surety, jointly and severally, bind themselves their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Sub-paragraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract, or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default, or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and as soon as practicable after the amount is determined tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4 and the Owner refuses payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related sub-contracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - 12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

Houck

TRANSIT ADVERTISING

Mr. Bob Walla
City of Lincoln

RE: Clarifications

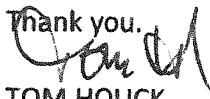
Dear Mr. Walla,

As per our meeting regarding the Transit Advertising RFP, I would like to make the clarifications that we spoke about.

1. Regarding Advertising Agency Commissions, the national standard agency commission is limited to 15% of the gross sales amount.
2. We will remove the language on the Compensation Schedule page that states "In the event there is a legally filed bankruptcy both parties will relinquish the amount".
3. Clarify the economic recession language. The standard government definition of a recession is a negative GDP lasting two consecutive quarters (6 months) or longer.

Please let me know if you need further clarifications.

Thank you.


TOM HOUCK

Houck Transit Advertising

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Asst. Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Asst. Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	12-237 Addendum 2	Department	Purchasing	Department
Title	Transit Advertising Services	Building		Building
Bid Type	RFP		Suite 200	Floor/Room
Issue Date	08/24/2012	Floor/Room		Telephone
Close Date	9/14/2012 12:00:00 PM CST	Telephone	1 (402) 441-8309	Fax
Need by Date		Fax	1 (402) 441-6513	Email
		Email	rwalla@lincoln.ne.gov	

Supplier Information

Company Houck Transit Advertising
Address 4610 Milton St. North

St. Paul, MN 55126
Contact Paul Houck
Department
Building
Floor/Room
Telephone 1 (651) 488-8933
Fax 1 (651) 489-7620
Email paul@houckads.com
Submitted 9/11/2012 4:02:35 PM CST
Total \$0.00

Signature _____

Supplier Notes

Bid Notes

A written and electronic response is required for this RFP.

Bid Activities

Date	Name	Description
8/30/2012 1:30:00 PM	Prebid Meeting - Startran Office 710 J St., Lincoln, NE. 1:30pm	A prebid meeting will be held at the StarTran office on the date and time listed. This will be the only time Vendors will have to look at the buses which will display the advertising.

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
2	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
3	Specifications	I acknowledge reading and understanding the specifications.	Yes
4	Electronic Signature	Please check here for your electronic signature.	Yes
5	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
6	Performance/Payment Bonds	I acknowledge that a Performance Bond in the amount of \$5,000.00 will be required with the signed contract upon award of this job.	Yes
7	Contact	Name of person submitting this bid:	Justin Houck
8	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
9	Proposal Submission	I have prepared and delivered/mailed to the City Purchasing Agent Six (6) copies of my proposal as requested in the Specifications.	Yes
10	Federal Documents	I have read and understand that Federal Documents attached to this RFP and agree to the terms stated in the documents. I also certify that my company is not on a Federal Debarment and Suspension list.	Yes
11	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
12	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 12-237 for Transit Advertising Services for StarTran is available. Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-7417.	\$0.00

Item Notes:

Supplier Notes:

Response Total:	\$0.00
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Houck
TRANSIT ADVERTISING

Transit Advertising Proposal for:
Lincoln - StarTran

Houck Transit Advertising has worked exclusively in the bus advertising business since 1919, teaming with transportation companies across the country. For nearly a century, carriers like Twin City Lines, Greyhound and Trailways, as well as systems as varied as Los Angeles, San Francisco, Des Moines, Omaha, and Duluth have benefited from our wealth of expertise in all facets of transit advertising. Our experienced team of professionals will work to ensure that your advertising materials, pricing, installation and maintenance all exceed your exacting standards.

Unlike the emerging media conglomerates, our focus in mid-sized transit systems has afforded us unique insight into the needs of that specialized sector. Our transit partners have enjoyed unprecedented success under our advertising management, realizing substantial, reliable income payments, so much so that any of the below systems will gladly answer any inquiries regarding their experience with us.

With over 90 years of experience we are confident that our vast expertise will enable us to continue to grow and innovate well into the future. Our markets include:

Ames CyRide - 16 Years
 Beloit Transit System - 5 Years
 Cedar Rapids Transit - 19 Years
 Clinton Municipal Transit - 5 Years
 Danville Mass Transit - 4 Years
 Decatur Public Transit - 7 Years
 Duluth Transit Authority - 19 Years
 Eau Claire Transit - 16 Years
 Faribault Transit - New
 Fond du Lac Transit - 4 Years
 HIRTA Transit - 1 Year
 Hiawathland Transit - 1 Year
 Independence Transit - New
 Janesville Transit - 15 Years
 Jefferson City Transit - New
 Johnson County Transit - 5 Years
 Lincoln StarTran - 13 Years

Omaha Metro Transit - 15 Years
 Oshkosh Transit - 4 Years
 Owatonna Transit - 1 Year
 Rochester Public Transit - 78 Years
 Saint Cloud Metro Transit - 3 Year
 Saint Joseph Transit - 4 Years
 Sheboygan Transit - 4 Years
 Springfield Transit - 6 Years
 Stevens Point Transit - 7 Years
 Topeka Transit - 3 Year
 U of Iowa - Cambus - 4 Years
 U of Nebraska - Lincoln - 5 Years
 Waterloo Transit Authority - 16 Years
 Wausau Area Transit - 9 Years
 Wichita Transit System - 6 Years
 Winona Transit System - 4 Years

Further detailed information regarding our extensive history can be supplied upon request or found on our website at: www.houckads.com.



At Houck we are experts in selling transit advertising. This is not a secondary business and we do not represent or sell multiple mediums using transit as a portfolio enhancement. Transit advertising alone is our passion, as it has been for decades. Our sales staff is highly experienced and qualified to promote advertising on the StarTran buses to all types of potential advertisers, from the large advertising agencies looking for massive impact quickly to the local mom-and-pop type advertisers. We understand that we will be competing against broadcast, print, and other out-of-home mediums for valuable and often scarce media dollars. This is familiar territory for us, and we plan to continue to meet the challenge head-on.

We offer all transit advertising services in-house. We pride ourselves on making the entire process of advertising with us and our transit partners as simple and worry-free as it can possibly be. That simplification and ease is the reason that so many of our advertisers continue partnering with us for their advertising needs year after year. High customer satisfaction in turn helps us sell additional space, and leaves the community with a sense of pride surrounding their transit system.

Houck Transit Advertising is committed to continued revenue growth and use of transit advertising in the Lincoln market. With many years of experience, our sales people know how to cultivate new sales contacts and grow existing client relationships. Through the many transit systems we partner with, our sales associates have developed a wealth of knowledge and understanding in dealing with a wide range of advertisers – from small, local companies to large national advertisers.



Houck Transit Advertising utilizes a marketing philosophy and structure encompassing all aspects of our transit advertising business that has been developed and proven effective over our many years of successful transit advertising service. This is a team effort involving a number of highly skilled people constantly developing new and innovative approaches to maximize sales as well as to maintain the highest level of customer service. All of the principals are involved in day-to-day operations ensuring that Houck is committed to running a successful transit advertising program for StarTran. Owner and Vice President Paul Houck will continue to be the point person for StarTran. He will be responsible for the entire relationship, from negotiating the final contract, oversight of sales, design and installation of all signs, billing, collection and reporting.

Principals

Tom Houck:

President/Partner: Houck Transit Advertising 1995-Present
 President/Owner: Houck Outdoor Advertising 1985-Present
 General Manager/Account Executive: Houck Transit Advertising 1985-1995
 Owner/President: Sun Control Products 1975-1985

Paul Houck:

Vice President/Partner: Houck Transit Advertising 1995-Present
 President/Owner: National Recovery Services 1990-Present
 Sales Manager/Account Executive: Houck Transit Advertising 1983-1995

Justin Houck:

Treasurer/Partner: Houck Transit Advertising 2006-Present
 Partner: DBP Printing & Graphics 2010-Present
 Account Executive: Houck Transit Advertising 2006-Present
 Creative Director: Houck Transit Advertising 2000-2006

Sales Staff

ADAM MYSZEWSKI, ERIC ROSKY, JUSTIN HOUCK and JUSTIN LITT are dedicated solely to advertising sales and marketing. They will respond to all sales leads and seek new business locally while promoting advertising opportunities on StarTran buses to out-of-market media buyers and agencies. Adam brings over eight years of media buying and planning experience for Minneapolis agencies to our sales team, while Eric has been utilizing his marketing degree at Houck for seven years. Justin Houck started as our in-house designer in 1999 before moving into sales in 2006. In the fall of 2009, Justin Litt joined our sales team as an account executive. We are confident that our team will contribute significantly to the continued revenue growth to StarTran!

Design, Printing & Inventory

CHRIS JACOBSON is the company design and production manager. Houck Advertising has also recently added VERONICA HILL to the design team. Both Chris and Veronica work closely with clients and agencies to manage, direct and design all signs and wraps. This is an important function utilized by clients without access to design resources and is a great added value service that few others can provide. Under Chris's management, no advertising is installed without first having written approval from Chris and the client. Our design services will also be available to design bus advertising free of charge to staff at StarTran to assist in any self-promotion campaigns.

Houck Advertising utilizes two large format digital printers which give us the capability to produce all of our standard size signs as well as bus wraps in-house. Having this capability ensures that the products we are placing on the Lincoln buses is of the highest quality. Our vast experience in transit advertising has taught us that signs will quickly begin to deteriorate from daily bus washes and the elements if not properly produced. We understand that the appearance of the city's bus fleet is a high priority to the city and we guarantee that the signs we place on the buses will uphold the standards of StarTran.

Houck Advertising's Operations Manager NICK ERICKSON, and Lead Installer DUSTY FISHER, and new installer BRIAN STRATTON maintain inventory in each market. Once the signs are printed, Nick, Brian and Dusty mount, laminate and install the signs to ensure each client's ad campaign is accurately produced and installed. Houck is well versed in the workings of a transit garage and takes great care not to be a distraction or hindrance to the garage activities and personnel. We will always be flexible in working within their constraints to accomplish our work. You are welcome to call the shop foreman at any of the transit systems we work with to confirm our excellent record of working closely with transit personnel.

Accounting

AMY NENTWIG, the company office manager, maintains all records, contracts, billing and reporting. She is also responsible for verifying that all sales tax and withholding reports to the various states we work in are made on time. Additionally she ensures all payments and monthly client reports to all transit companies are correct and timely.



Agency Contact

Our sales reps are in constant contact with the dozens of advertising agencies throughout the Midwest and beyond. It is important that the media planners and buyers at these agencies stay well informed on transit advertising opportunities, rates and inventory as their various planning cycles occur at various times throughout the year.

Cold Call Prospects

We are continuously and tirelessly working the phones, prospecting for sales. It is one of our most effective tools in solidifying our success. We will identify and contact the businesses that most often utilize transit advertising in our other markets – such as financial institutions, insurance and real estate companies, automotive, television and radio stations, health care, restaurants and educational institutions. By leveraging our experience with similar businesses, we can better convince prospects of future success. Our experience with a wide variety of clients has helped us develop a deep understanding of the needs and concerns inherent in every business category, and has allowed us to create advertising packages specifically tailored to the success of each.

Call-In Business

When potential advertisers call StarTran inquiring about bus advertising, they will be referred to Houck's main office to ensure that the prospective advertiser will immediately speak with a qualified representative. Houck maintains a toll free number, an online quote request form as well as various social media outlets to facilitate easy access for potential advertisers. A professional Houck sales representative will always be available to discuss the benefits of advertising on Lincoln buses. A Houck sales representative will provide a formal proposal, market information, reach & frequency numbers, space and production rates, and advise on available inventory. After completing the sale, the representative will secure a contract for space and begin the process of production.



Local Sales

Local business sales make up the backbone of a successful transit advertising program. Even though we are not based in Lincoln, we pride ourselves on establishing strong relationships with the local business community. Transit advertising offers local businesses a cost effective way to project their message throughout the local community while at the same time the money they spend helps the city offset the cost of operating. We have established a rate structure which enables local companies to utilize transit advertising as their main component in their marketing plans year after year.

Regional Sales

Houck Advertising currently operates transit advertising in 33 markets throughout the Midwest. We are constantly in contact with advertising agencies throughout Nebraska as well as the surrounding states regarding their client's marketing plans. Because of our large footprint throughout the Midwest we can attract state-wide and region-wide media buys that one market alone might have a harder time securing. A few of the regional clients we have recently secured for StarTran in the last 3 years include: Kaplan University, Tobacco Free Nebraska, Arby's, Jimmy John's Subs, Pinnacle Bank, Rent Ping, United Health Care

National Sales

National Sales Manager, Adam Myszewski, will work to keep national advertising agencies apprised of opportunities on the StarTran buses. We have recently signed an exclusive partnership with a Chicago based out-of-home sales organization that we use to reach larger, national clients. Much like regional clients, national advertisers look to target the largest area with the highest population to get their message out. In addition to our 33 exclusive markets we also partner with approximately ten additional markets to sell transit advertising throughout the Midwest. With our large concentration of transit systems in the Midwest we are able to attract more national business. Houck Transit Advertising gives StarTran the best opportunity to compete for ad dollars on a national level! Below is a short list of a few national advertisers that have utilized transit advertising through Houck.

AT&T	State Farm	Cost Cutters	U.S. Cellular
Blue Cross/Blue Shield	Pepsi	Wendy's	Sprint
Qwest Communications	Coca-Cola	Apple Computer	Wells Fargo
Time Warner	20th Century Fox	Arby's	Subway
ABC Television	Verizon	Jimmy John's	Burger King

Signature Wrap Options

Bus wraps represent the premium in out of home advertising. They offer our clients the high impact and high retention factor that is difficult to achieve in today's cluttered marketing place and because of this they also demand a premium rate. We realize that one of the ways to increase revenue to StarTran is to sell more bus wraps and signature options. One of the challenges we face in selling full bus wraps is the high cost to produce. Potential customers that may wish to utilize a full wrap can be turned off by the up front costs of up to \$7800. To help make it more affordable to our clients we consistently offer discounts, special pricing as well as even developing payment and financing plans to make it easier for our clients to purchase these item.

In order to allow clients with smaller advertising budgets to get the most out of their transit advertising we have developed other unique and impactful ways for our customers to reach their audience. Our half wrap, king kongs and king + headliner options allow our clients to generate the impact that they desire throughout Lincoln while keeping their costs down and generating more revenue for StarTran!

Strong Communities Project

Houck Transit Advertising in partnership with our transit systems would like to introduce a new program that we would like to bring to Lincoln called Strong Communities Project. We recognize that local not for profit organizations and government entities are an important aspect of everyday life for many people yet they usually lack the funds and advertising outlets to promote these important programs.

Our goal in developing the Strong Communities Project is to enhance the partnership between local not for profit organizations and public transit. Interior bus advertising is an outstanding way for not for profit organizations to create program awareness to its employees, volunteers, donors and patrons that utilize public transit every day. In turn, the advertising revenue generated from these interior signs is a way for StarTran to offset operating costs.

One of the challenges not for profits face is budget constraints, especially when it comes to getting their message out, that is why we are offering this program to local not for profit organizations for up to 50% off of our listed rate.

Ames CyRide Transit - 16 Years Ms. Sherie Kyras 515.292.1100	Janesville Transit - 15 Years Mr. Dave Mumma 608.755.3145	Springfield Mass Transit - 6 Years Frank Squires 217.522.6087
Beloit Transit System - 5 Years Ms. Michelle Gavin 608.364.2807	Johnson County Transit - 5 Years Mr. Chuck Ferguson 913.254.7521	Stevens Point Transit - 7 Year Ms. Susan Lemke 715.341.4490
Cedar Rapids Transit - 19 Years Mr. Brad Debrower 319.286.5567	Lincoln StarTran - 13 Years Mr. Larry Worth 402.441.7185	Topeka Transit - 3 Year Ms. Susan Duffy 785.233.2011
Clinton Municipal Transit - 5 Years Mr. Dennis Hart 563.242.3721	Omaha Metro Transit - 15 Years Ms. Linda Barritt 402.341.7560	U of Iowa - Cambus - 4 Years Mr. Brian McClatchey 319.335.8632
Danville Mass Transit - 4 Years John Metzinger (217) 444-3762	Oshkosh Transit - 3 Years Mr. David Vickman 920.232.5341	U of NE - Lincoln Transit - 4 Years Mr. Dan Carpenter 402.472.8445
Decatur Public Transit - 7 Years Mr. Richard Foiles 217.424.2820	Rochester City Lines - 78 Years Mr. Tony Knauer 507.328.2424	Waterloo Transit Authority - 16 Years Mr. Mark Little 319.234.5714
Duluth Transit Authority - 19 Years Mr. Dennis Jensen 218.722.4426	Saint Cloud Metro Transit- 3 Years Mr. Dave Tripp 320.251.1499	Wausau Transit - 9 Years Mr. Greg Seubert 715.842.9287
Eau Claire Transit - 16 Years Mr. Mike Branco 715.839.5112	Saint Joseph Transit - 5 Years Mr. Kurt Janisek 816.233.6700	Wichita Transit System - 6 Years Mr. Steve Ainsley 316.337.9477
Fond du Lac Transit - 4 Years Ms. Lynn Gillis 920.322.3622	Sheboygan Transit - 4 Years Ms. Traci Robinson 920.459.3287	Winona Transit - 5 Years Ms. Monica Monan 507.457.8200



October 19, 2004

To: Houck Motor Coach Advertising, Inc. ("Houck Motor Coach")
Thomas L. Houck, President
4610 N. Milton Street
St. Paul, MN 55126

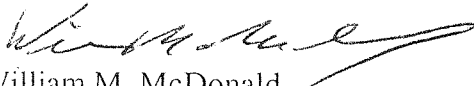
Re: Letter of Recommendation

Dear Thomas,

North Star Bank is pleased to provide you with a Letter of Recommendation on behalf of your company, Houck Motor Coach Advertising, Inc.

A historical review of your a Business Checking account, established in 1971, reflects an excellent history of deposit, cash balance and payment maintenance. Our records indicate that you have maintained this account in an exceptional manner and North Star Bank values your patronage. As a full-service community bank, North Star Bank places a high premium on maintaining working relationships with its business customers and you are a highly valued customer.

Sincerely,


William M. McDonald
Assistant Vice President



To Whom It May Concern:

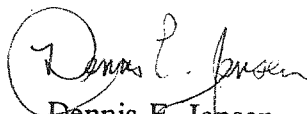
I have been informed by Mr. Richard Houck of Houck Motor Coach Advertising that his company is pursuing new advertising outlets throughout this area. Mr. Houck has requested a letter of recommendation from the Duluth Transit Authority which I am pleased to provide.

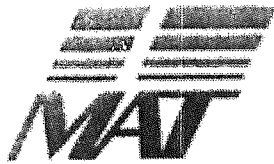
The Duluth Transit Authority (DTA) operates a fleet of 90 buses in the Duluth/Superior metropolitan area. Our annual ridership exceeds 4.5 million passengers and we recover approximately 45% of our \$7 million budget from system revenues. An important contributor to these revenues is the agreement the DTA maintains with Houck Motor Coach Advertising for the sale of bus card advertising. The Houck Company has been under contract with the DTA since January 1990 and during this time, our revenues from advertising sales have increased 25% over sales by the previous contractor. A contributing factor to this increase has been the high degree of professionalism which the Houck Company has brought to the administration and sales of the bus advertising program.

While the sale of available advertising space is important to the success of the program, the professional production, mounting, and maintenance of signs and timely collection of advertising receipts assures a quality program. I am pleased to report that the Houck Company excels in all of the above categories. The available bus advertising space is consistently sold out with long term contracts. All signs produced are of a superior quality and material resulting in long term wear and lasting appearance even though every DTA bus is washed on a daily basis. Sold signs are posted as scheduled in customers' sales contracts. Very importantly, the DTA receives its share of advertising sales revenues in a timely manner. The personnel assigned to the Duluth operation keep the assigned work area in the DTA Maintenance Department in superior condition. All unused signs and materials are stored in a neat, orderly manner and the area is kept clean and free of litter.

The DTA prides itself for a high standard of professionalism and operational efficiency. The Houck Motorcoach Advertising Company is an excellent partner in this effort and I am pleased to make this recommendation on their behalf.

Sincerely,


Dennis E. Jensen
General Manager



METRO AREA TRANSIT

2222 Cuming Street, Omaha, Nebraska 68102-4392
(402) 341-7560 ■ Fax: (402) 342-0949 ■ TDD: (402) 341-0807

Owned by the Transit Authority, City of Omaha

November 8, 2006

To whom it may concern,

This letter is to attest to the professional, courteous and businesslike manner in which Houck Transit Advertising has performed for Metro Area Transit (MAT), in the capacity of bus advertising contractor.

MAT has had contracts with Houck, dating back to 1995. Our experience with Houck has been most favorable and increases in advertising revenues have clearly been one of the benefits. Additionally, our working relationship has always been positive in that Houck does all it can to assure the advertising function does not, in any way, interfere with operations.

Although Paul Houck has been our main point of contact, we have always found the entire Houck team to be most accommodating and sensitive to our needs.

I would have no reservation in recommending them to any transit system that is considering sub-contracting their bus advertising.

Sincerely,

A handwritten signature in dark ink, appearing to read "Curt A. Simon", is written over a horizontal line.

Curt A. Simon
Executive Director

Revenue After Agreement Termination

In order to insure a smooth transition after termination of the contract, the new vender will pay Houck Transit Advertising 25% commission on any advertising contracts that are in effect at that time until the contracts run out or for 12 months, which ever is longer. In the case of a contract that is on a month-to-month basis, the commission will not exceed 6 months.

CONFIDENTIAL - NOT FOR PUBLIC VIEWING

MARKET	Population	# of Buses	Guarantee	Percentages Exceeding Minimum Guarantee		
				2009	2010	2011
Ames, IA	58,965	67	\$101,200	.4%	14%	19.6%
Duluth, MN	86,265	64	\$82,800	45.6%	19.8%	33.6%
Springfield, IL	116,250	56	\$70,000	0%	9.5%	9.4%

StarTran Promotional Bus Wraps:

Houck Transit Advertising values its ongoing partnership with StarTran and the City of Lincoln. In addition to the proposed monthly revenue we would also like to offer to design, print and install one full bus wrap every two and a half years (2 wraps) at no cost to be used for StarTran promotion.

Value to StarTran:

Cost to produce bus wraps: \$7,800 each x 2 buses = \$15,600

We would also like to continue to print and install traditional signs for various StarTran programs at discounted rates!

Compensation Schedule

Contractor agrees to pay City the amount specified hereafter for the years so specified:

	Guaranteed Amount Per Year	Bus Percentage Amount	Shelter Percentage Amount
12 Months Year One:	<u>\$130,000</u>	<u>50%</u>	<u>40%</u>
12 Months Year Two:	<u>\$135,000</u>	<u>50%</u>	<u>40%</u>
12 Months Year Three:	<u>\$135,000</u>	<u>50%</u>	<u>40%</u>
12 Months Year Four:	<u>\$135,000</u>	<u>50%</u>	<u>40%</u>
12 Months Year Five:	<u>\$140,000</u>	<u>50%</u>	<u>40%</u>
Contract total:	<u>\$675,000</u>	<u>50%</u>	<u>40%</u>

- Houck will work with StarTran staff to determine which shelters would be available for advertising and the best method of attaching the advertising to the structure.
- Percentage payment shall be based on the amount billed less any agency commission, not the amount paid. In the event there is a legally filed bankruptcy both parties will relinquish the amount.
- Houck Transit Advertising reserves the right to renegotiate annual guarantee for circumstances happening beyond our control including: acts of God, labor strike, acts of terrorism, or economic recession lasting four quarters.
- Contractor will pay the minimum guaranteed amount or 50% of the gross bus advertising sales and 40% of the gross shelter sales, whichever is greater.
- Payments made monthly, guarantee amount is calculated annually.

4.11 - Required Reports

Each month Houck Transit Advertising will submit to StarTran a list of advertisers along with their monthly investment to review. In addition Houck Advertising will make relevant records available upon request at any time to StarTran personnel.

4.12 - Quality of Materials

Houck Transit Advertising prides itself on using the highest quality materials. When choosing materials to directly apply to buses we choose products that enhance our clients advertisements but also will not damage or remove paint from StarTran vehicles.

4.14 - National Sales Affiliation

As mentioned on page six, we have recently partnered with a Chicago based out-of-home media buying company that extends Houck Advertising's selling power throughout the country. It is an exclusive partnership that gives StarTran another advocate when competing for advertising dollars on a national level!

EPLS

Excluded Parties List System

**Search Results Excluded By
DUNS : 058325481
as of 11-Sep-2012 2:06 PM EDT**

Your search returned no results.

EPLS

Excluded Parties List System

Search Results Excluded By
Firm, Entity, or Vessel : Houck Motor Coach Advertising
State : MINNESOTA
as of 11-Sep-2012 2:07 PM EDT

Your search returned no results.

EPLS

Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : Houck Transit Advertising
as of 11-Sep-2012 2:05 PM EDT**

Your search returned no results.

**SPECIFICATIONS
TRANSIT ADVERTISING SERVICES - StarTran**

1. SCOPE OF SERVICES

- 1.1 The City is requesting proposals from Vendors who are interested in providing Transit Advertising Services on the inside and outside of StarTran vehicles and on select bus shelters, as approved by the Transit Manager or their designee.
 - 1.1.1 **A written response and electronic response is required by the Vendor for this RFP.**
- 1.2 The successful Vendor shall have the exclusive right and responsibility for soliciting contracts for transit advertising on StarTran equipment and bus shelters, for placing and maintaining advertising materials, servicing all transit advertising contracts, collecting of all accounts receivable, and generally perform all other services and activities required to maintain a reasonable and satisfactory amount of paid advertising on StarTran equipment at all times.
- 1.3 StarTran shall reserve exterior advertising space on 3 full size buses for their own advertising purposes during the term of the contract.
 - 1.3.1 Vendors may still sell advertising space on the inside of these vehicles.
- 1.4 All advertising materials, slips, fastening devices and exterior frames, if appropriate, shall be provided by Vendor.
 - 1.4.1 Vendor shall be responsible for all labor for the installation and removal of materials to be used in all types of advertising under the contract.
- 1.5 At all times, the Vendor shall be an independent contractor and not an employee or agent of the City of Lincoln.
- 1.6 The City shall have the right to use any unsold space for its own purposes or for use by other governmental entities or nonprofit organizations for the placement of public service messages.
- 1.7 The term of the contract awarded to the successful Vendor shall be for a period of **four (4) years, with one optional one-year renewal period.**
 - 1.7.1 Vendors may propose shorter or longer term contracts if doing so will increase the revenue to the City.
- 1.8 The successful Vendor shall carry insurance in the kinds and amounts identified in the Proposal.
- 1.9 Vendor shall notify the City 30 days in advance of placing paid advertising in a space that was previously unsold.
- 1.10 The successful proposer, at the time a contract is issued, will be required to provide the City with a minimum \$5,000 payment bond or cashier's check to cover any damage done to StarTran buses during the installation or removal of vinyl wrap or advertising accessories such as metal frames.
 - 1.10.1 In the event the Vendor damages City property and the payment bond or check is used to pay for such damages, the Vendor will provide funds to bring the account back up to \$5,000.00.
- 1.11 The Vendor must provide a comprehensive proposal which shows advertising experience and ideas which will increase the advertising revenue for the transit program.
 - 1.11.1 The proposal shall include a description of experience with advertising projects in cities throughout the country that are comparable in size to Lincoln, Nebraska.
 - 1.11.2 Vendor must have been in the advertising business for the last five (5) consecutive years.
- 1.12 Vendor shall include a listing of personnel and qualifications for each key position.
 - 1.12.1 A Marketing Manager must be designated and identified who will be the contact person working with StarTran.
 - 1.12.2 A detailed resume must be submitted for all personnel of the company who will assist in this contract.
- 1.13 Vendors are expected to fully familiarize themselves with the types and amounts of advertising space available on all pertinent vehicles and shelters and with all other details in connection with this Solicitation and with their proposal.
- 1.14 **A pre-bid meeting will be held on Thursday, August 30, 2012 at the Startran Bus Station, 710 J Street at 1:30pm.**
 - 1.14.1 All Vendors are strongly encouraged to attend.
 - 1.14.2 There will be no other opportunity to inspect buses throughout the bid process.

2. ADVERTISING INFORMATION

- 2.1 StarTran serves the City of Lincoln, Nebraska with a current population of approximately 225,000.
- 2.2 Advertising space is available in the following sizes and quantities:
 - 2.2.1 Beginning at the award of the contract, StarTran will have 72 active buses for the purpose of interior and exterior advertising, including 59 full-size buses and 13 Handi-Vans.
 - 2.2.2 Interior space is available for 1000+ 11" X 28" ads on 60 full-size buses.
 - 2.2.3 The vehicle roster is listed below:
 - 2.2.3.1 Full-size Coaches:
 - 102" x 35' 1997 Gillig - 4 (To be removed from service in 2013)
 - 102" x 35' 2012 Gillig - 5 (Scheduled to begin service in 2013)
 - 102" x 35' 2001 Gillig - 20
 - 102" x 35' 2004 Gillig - 10
 - 102" x 35' 2006 Gillig - 15
 - 102" x 30' 2011 Gillig - 13
 - 2.2.3.2 Handi-Vans:
 - 2010 Ford Glaval - 13
- 2.2.4 Available advertisement space locations and sizes are as follows:
 - 2.2.4.1 Full-size Coaches:
 - Street: 30" x 144", vinyl(2011 Only)
 - Curb: 30" x 108" vinyl (1997 Only)
 - 30" x 88", vinyl
 - Tail: 21" x 70", vinyl
 - Head: 21" x 38", vinyl
 - 2.2.4.2 Handi-Vans:
 - Street: vinyl
 - Curb: vinyl
 - Tail: vinyl, 21" x 38"
 - Head: vinyl
- 2.2.5 Vendor is responsible for clarifying any questions as to available buses and advertising space.
- 2.2.6 Vinyl signs may be used in lieu of framed advertising signs in appropriate areas.
- 2.2.7 Twenty (20) full-size active buses and up to 13 Handi-Vans are available for a totally vinyl wrapped bus program.
- 2.2.8 Notwithstanding the expectation that the above-referenced number of buses shall be available, the City reserves the right to at any time reduce or increase the size of its fleet or the type of buses provided for any reason.
- 2.2.9 In any event, the successful Vendor shall be granted the exclusive right to sell all available advertising space including space on new or different dimensioned buses as the same from time to time may be acquired by the City of Lincoln.
- 2.3 The following types of advertising shall not be accepted by the Vendor for placement on either the interior or exterior of StarTran buses:
 - 2.3.1 Any advertising prohibited by federal, state, or local law.
 - 2.3.2 Feminine hygiene products or contraceptives of any kind or nature.
 - 2.3.3 Advertisements of a sexually explicit nature or advertisements which advertise shows, movies, pictures, books, or other materials, exhibitions, or performances of a sexually explicit nature.
 - 2.3.4 Advertising copy that is false, misleading, deceptive, and/or offensive to the moral standards of the community, or contrary to good taste.
 - 2.3.5 Advertising copy which is contrary to the best interest of the transit system or which may result in public criticism of the transit system or transit advertising.
 - 2.3.6 Advertising which could reasonably be deemed to be slanderous or libelous, or advertising which is directed at a particular individual, group or organization, or advertising of a politically controversial nature.
 - 2.3.7 Advertising of or relating to: beer, wine, alcoholic liquors and tobacco products.
 - 2.3.7.1 Advertising of promotional events such as concerts, shows or other events that are sponsored or promoted by a beer, wine, alcoholic liquors or tobacco company is allowed.
 - 2.3.7.2 Promotional event advertising by these companies may include the company name, brand and a slogan but no photos of the product itself.

- 2.3.8 Advertising by or on behalf of any candidate for political office, or relating to any ballot issue, or relating to any other issue of a political nature whereby the advertiser attempts to influence public opinion.
- 2.3.9 Advertising which appears as if StarTran or the City of Lincoln endorses or approves in any way of the advertising itself or of any subject of such advertisements.
- 2.3.10 Any ad as the Mayor or sitting City Council may prohibit.
- 2.4 All copy, artwork and advertising shall be approved by the Transit Manager or their designee in advance of placement on buses, and artwork and material shall be of acceptable quality.
 - 2.4.1 All advertising copy will contain the following notice: "Paid advertisement".
 - 2.4.2 A copy of all advertising contracts under the terms of this contract will be provided to the StarTran Transit Manager as they are signed throughout the term of the contract which is awarded from these specifications.
- 2.5 All interior and exterior advertising shall be maintained in neat and proper condition.
- 2.6 Vendor shall provide StarTran with a quarterly report which includes sales numbers, bus numbers with paid advertising and the quantity of signs and wraps installed on those buses, amount of commission paid to StarTran for each ad, and the advertising company.
- 2.7 Vendor may place advertising on certain StarTran bus shelters throughout the City of Lincoln that are located in a commercial area.
 - 2.7.1 A complete list of the shelters that are available to receive advertising is attached to the Bid Attachment section of the ebid and titled Attachment A.
 - 2.7.2 Vendors must provide information in their proposal which details how advertising will be displayed at shelters and the possible income for this service.

3. **COMPENSATION**

- 3.1 Currently all monies made payable by virtue of any advertising contract authorized by the current agreement are payable to the City of Lincoln/StarTran.
- 3.2 Although the Vendor does not receive payments from the advertisers, the Vendor does act as the billing agent, transmitting statements to the advertisers.
- 3.3 The Vendor is responsible to follow-up, and expedite collection of past-due billings.
- 3.4 StarTran, within 30 days of the end of each calendar month, pays the Vendor the agreed-upon percent of gross receipts received each month, with a statement showing gross receipts received.
- 3.5 This compensation procedure is subject to potential negotiation; however, any procedure which enables direct payment by advertisers to the Vendor will require the contractor to provide a surety bond and have approval by the City.
- 3.6 Although existing advertising cannot be "resold" under the new proposal, for ease of comparison, the proposal should assume all advertising space is available for sale.
 - 3.6.1 The resulting contract will exclude revenue from existing advertising contracts. Note: Revenue from existing contracts will not be payable to the new Vendor under this proposal.
 - 3.6.2 Existing advertising contracts are as follows:
653 painted coach Exp 12/31/13

4. **SUBMITTAL REQUIREMENTS**

- 4.1 All inquiries regarding this proposal shall be directed via e-mail or faxed written request to Bob Walla, Assistant Purchasing Agent (rwalla@lincoln.ne.gov) Or Fax: (402)441-6513.
 - 4.1.1 These inquiries and/or responses shall be distributed to prospective Vendors as an addenda.
 - 4.1.2 The City of Lincoln shall only reply to written inquiries received within seven (7) calendar days of bid opening.
- 4.2 All Vendors shall specify on their written response the type of revenue payments and proposed amounts to be paid to the City throughout the term of the contract.
 - 4.2.1 Options for revenue to the City may include but not be limited to:
 - 4.2.1.1 Minimum guaranteed annual payments for each year of the contract.
 - 4.2.1.1.1 The City would expect the minimum guaranteed payments to be progressively higher each contract year.
 - 4.2.1.2 Percentage of gross revenue on a monthly basis.
 - 4.2.1.3 Combination of guaranteed annual payments and a percentage of gross revenue.
 - 4.2.1.4 Other innovative ideas that will increase revenue to the City of Lincoln.
 - 4.2.2 Lower guarantees/percentages for a reasonable start-up period after contract initiation is negotiable and is to be addressed in the proposal.

- 4.2.3 Contract termination reimbursement is to be included and addressed in the proposal, to a maximum of 25% of the gross receipts of the advertising contracts in effect at the end of the contractual agreement through the end of the advertising contracts, to a maximum of one year.
- 4.2.4 Revenue amounts shall be negotiated prior to each contract extension and be included in a contract amendment.
- 4.2.5 The City or the Vendor shall have the option to renegotiate the contract if either party has new ideas for additional revenue during the term of the contract.
 - 4.2.5.1 Any change in terms to the contract for additional revenue will be made via a contract amendment signed and executed by both parties.
- 4.3 Vendors must provide a list of current clients, including location, area, population, revenue paid and the type of advertising contracts in place.
- 4.4 Documentation of revenues to clients versus minimum goals/guarantees/percentages for all current and previous contracts for past three years for any contract with these requirements.
- 4.5 Years established and former company names in the last 10 years.
- 4.6 Type of services particularly qualified to perform.
- 4.7 Names of principals and states in which they are registered.
- 4.8 Number of staff usually and currently employed.
- 4.9 Outside consultants and associates usually and currently employed.
- 4.10 Certification that the proposer is not included on the U.S. Comptroller General's list of ineligible contractors.
- 4.11 Statement of willingness to provide the required quarterly reports and willingness to open relevant books for audit upon any request by the Transit Manager or the Finance Director of the City of Lincoln.
- 4.12 A statement regarding the standard of material quality that will be established for installation and maintenance of advertising displays.
- 4.13 A written explanation of the techniques which will be utilized by the Vendor to attract transit advertising and increase revenue to StarTran and an indication of the willingness of the Vendor to aggressively and imaginatively sell advertising on StarTran equipment.
- 4.14 A statement of the present or proposed affiliation with any national sales organization.
- 4.15 **Vendors must submit an electronic response using the City Purchasing Ebid system AND six (6) copies of a written response prior to the closing date and time.**
 - 1.4.1 **Written Response must be delivered/sent to:**
 City/County Purchasing
 StarTran Advertising
 Robert Walla
 440 So. 8th Street
 Lincoln, NE 68508

5. **SELECTION CRITERIA**

- 5.1 Criteria for selection will include, but not be limited to, the following:
 - 5.1.1 Annual revenue guaranteed to the City of Lincoln each year.
 - 5.1.2 Innovative ideas proposed which can increase revenue for the City.
 - 5.1.3 Specialized experience of firm and personnel considering the type and complexity of the service.
 - 5.1.4 Demonstrated ability to meet minimum guarantees/percentages to clients.
 - 5.1.5 References and documentation of firm's history and stability.
 - 5.1.6 Firm's ability to meet all requirements under scope of work.
 - 5.1.7 Content and presentation of written materials.
 - 5.1.8 Any other specialized qualifications which the firm might possess to benefit the transit advertising program.
- 5.2 While revenue to be received by the City under any proposal is an important factor, all proposers shall recognize that numerous factors, and not only financial terms, will be evaluated before awarding the contract.
- 5.3 The City reserves the right to select the proposal that, after due consideration, it deems to be in the best interest of the City to accept, and the City further reserves the right to reject any and all proposals.

Attachment A

BUS SHELTER LOCATIONS AVAILABLE FOR ADVERTISING

<u>Shelter Address</u>	<u>Size</u>
9 th & J – West Side	11' X 4.5'
14 th & R – on 14 th East side	11' X 4.5'
14 th & R – on R North side	14.5' X4.5'
17 th & South Street– NE corner	14.5' X4.5'
27 th & O – North side	11' X 4.5'
25 th & O – South side	14.5' X4.5'
10 th & South Street –East Side	11' X 4.5'
13 th & South Street – East Side	14.5' X4.5'
3901 North 27th Street (Center for People in Need)	14.5' X4.5'
27 th & Old Dairy Road –West side	11' X 4.5'
Holdrege St & Idylwild St- North side	14.5' X4.5'
Holdrege St & 42 nd Street – North side	11' X 4.5'
Holdrege St & North Cotner – East side Of Cotner	14.5' X4.5'
33 rd & Holdrege – NE corner	11' X 4.5'
70 th & Vine St – North side	14.5' X4.5'
60 th & Havelock Ave – North side	11' X 4.5'
Fremont St & Touzalin – NW corner	11' X 4.5'
48 th & Bancroft – NE corner	11' X 4.5'
48 th & Woodland – west side	11' X 4.5'
11 th & Cornhusker Hwy – West side	9' X 4'11"

Shelters listed above are approximately 7' 3" in height. It is the Vendor's responsibility to view each of the sites to determine the potential for advertising revenue.

ADDENDUM #1

Issue Date:08/24/2012

SPECIFICATION NO.12-237

FOR

TRANSIT ADVERTISING SERVICES

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.

1. Replace section 2.2.4.1 of the Specifications with the following:

2.2.4.1

Full-size Coaches:

Street: 30" x 144", vinyl

30" x 44", vinyl (2011 Only)

Curb: 30" x 108" vinyl

30" x 88", vinyl

Tail: 21" x 70", vinyl

Head: 21" x 38", vinyl

End of Addendum

ADDENDUM #2

Issue Date:09/05/2012

SPECIFICATION NO.12-237

FOR

TRANSIT ADVERTISING SERVICES

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

PLEASE NOTE: QUESTIONS ARE IN BLACK PRINT AND ANSWERS AND CLARIFICATIONS ARE IN RED PRINT.

1. Do Vendors have to submit a proposal which includes advertising on bus shelters?

No, the specs indicate that the Vendor may place advertising on bus shelters. If a Vendor does not want to utilize bus shelters for advertisement purposes they must indicate the reason in their proposal.

2. Are all downtown shelter locations listed on the attachment?

No. Other shelter locations may be available for advertising. This will be discussed during the interviews.

End of Addendum

CITY OF LINCOLN/STARTRAN
ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

Access to Records - The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17, Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

7. FTA does not require the inclusion of these requirements in subcontracts.

Requirements for Access to Records and Reports by Types of Contract

Contract Characteristics	Operational Service Contract	Turnkey	Construction	Architectural Engineering	Acquisition of Rolling Stock	Professional Services
<u>I State Grantees</u>						
a. Contracts below SAT (\$100,000)	None	Those imposed on state pass thru to Contractor	None	None	None	None
b. Contracts above \$100,000/Capital Projects	None unless ¹ non-competitive award		Yes, if non-competitive award or if funded thru ² 5307/5309/5311	None unless non-competitive award	None unless non-competitive award	None unless non-competitive award
<u>I Non State Grantees</u>						
a. Contracts below SAT (\$100,000)	Yes ³	Those imposed on state pass thru to Contractor	Yes	Yes	Yes	Yes
b. Contracts above \$100,000/Capital Projects	Yes ³		Yes	Yes	Yes	Yes

Sources of Authority:

¹ 49 USC 5325 (a)

² 49 CFR 633.17

³ 18 CFR 18.36 (i)

CITY OF LINCOLN/STAR TRAN
CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41 CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

CITY OF LINCOLN/STARTRAN
PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS
AND RELATED ACTS
31 U.S.C. 3801 et seq.
49 CFR Part 31 18 U.S.C. 1001
49 U.S.C. 5307

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

CITY OF LINCOLN/ STARTRAN
NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CITY OF LINCOLN/STARTRAN
TERMINATION FOR CAUSE

- a) The City may terminate the Contract if the Contractor:
 - 1. Refuses or fails to supply enough properly skilled workers or proper materials;
 - 2. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - 3. Disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - 4. Otherwise commits a substantial breach of any provision of the Contract Documents.
- b) When any of the above reasons exist, the City without prejudice to any other rights or remedies of the City may (after giving the Contractor and the Contractor's surety, if any, seven days' written notice) terminate employment of the Contractor. In addition the City may (subject to any prior rights of the surety):
 - 1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - 2. Accept assignment of subcontracts; and
 - 3. Finish the Work by whatever reasonable method the City may deem expedient.
- c) If the Contract is terminated by City as provided in this section, Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by City.
- d) If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for City staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to City.
- e) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination has been issued for the convenience of the City.
- f) No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

CITY OF LINCOLN/STARTRAN
TERMINATION BY THE CITY FOR CONVENIENCE

- a) The City may at its option, terminate this Contract in whole or in part at any time without cause by written notice thereof to the Contractor.
- b) Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with this Paragraph. The provisions of the Contract which by their nature survive final acceptance of the Work, shall remain in full force and effect after such termination to the extent provided in such provisions.
- c) Upon receipt of any such notice of termination, the Contractor shall, unless the Notice directs otherwise, immediately:
 - 1. Discontinue the Work to the extent specified by the City;
 - 2. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of that portion of the Work, if any, the City has directed not to be discontinued;
 - 3. Promptly make every reasonable effort to procure cancellation upon satisfactory terms as determined by the City of all orders and subcontracts not related to that portion of the Work, if any, the City has directed not to be discontinued;
 - 4. Do only such other activity as may be necessary to preserve and protect work already in progress and to protect materials and plants and equipment on the Project Site or in transit thereto.
- d) Upon such termination, the obligations of the Contract shall continue as to portions of the Work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- e) Upon termination, the City shall pay the Contractor the full cost of all Work properly done by the Contractor to the date of termination not previously paid for by the City. If at the date of such termination the Contractor has properly prepared or fabricated off site any goods for subsequent incorporation in the Work, the City may direct the Contractor to deliver such goods to the Site or to such other place as the City may reasonably determine, whereupon the City shall pay to the Contractor the cost for such goods and materials.
- f) Upon such termination, City shall pay to Contractor the sum of the following:
 - 1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
 - 2. Previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work.
 - 3. Any proven losses with respect to materials and equipment directly resulting from such termination.
 - 4. Reasonable demobilization costs.
- g) The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by City pursuant to this provision; and Contractor will be entitled to no other compensation or damages and expressly waives same.

INSURANCE REQUIREMENTS FOR ALL CITY CONTRACTS

1. GENERAL PROVISIONS

- A. **Indemnification.** The Contractor shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the City of Lincoln for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.
- B. **Approved Coverage Prior to Commencing Work/Subcontractors Included.** Contractor shall purchase and maintain in place insurance to Protect Contractor and City against all liabilities and hazards as provided in this article throughout the duration of the Contract. Contractor shall not commence work under this contract until the Contractor has obtained all insurance required under this Section and such insurance has been approved by the City Attorney for the City of Lincoln, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
- C. **Occurrence Basis Coverage.** All insurance shall be provided on an **occurrence basis** and not on a claims made basis, except for hazardous materials, errors and omissions, or other coverage not reasonably available on an occurrence basis; provided that all such claims made coverage is subject to the prior written approval of the City Attorney and must be clearly indicated as such in any certificate showing coverage.
- D. **Authorized and Rated Insurers Required.** All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the City Attorney.
- E. **Certificates Showing Coverage.** All certificates of insurance shall be filed with the City Attorney, and may utilize an appropriate standard ACORD Certificate of Insurance form showing the specific limits of insurance coverage required by this Article; provided that restrictions, qualifications or declarations inconsistent with the requirements of this Article shall not relieve the Contractor from providing insurance as required herein. Such certificates shall show the City of Lincoln as additional insured, including by specific endorsement where necessary, as indicated in the following requirements. Such certificate shall specifically state that the related insurance policies are to be endorsed to require the insurer to provide the City of Lincoln thirty days, notice of cancellation, non-renewal or any material reduction in the stated amounts or limits of insurance coverage.
- F. **Terminology.** The terms "insurance," "insurance policy," or "coverage" as used in this article are used interchangeably and shall have the same meaning as "insurance" unless the context clearly requires otherwise. References to "ISO®" forms are merely for convenience and ease of reference, and an equivalent or better form as determined acceptable by the City Attorney may be used. (Note: ISO® is a registered trademark of ISO Properties, Inc.)

2. INSURANCE REQUIREMENTS

- A. **Scope of Required Coverage.** The Contractor shall take out and maintain during the life of Contract such insurance in the forms and minimum amounts as specified in this Article and as will protect Contractor and City from the following claims arising out of or resulting from or in connection

with the Contractor's operations, undertakings or omissions directly or indirectly related to the Contract, whether by the Contractor or any Subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (1) Claims under workers' compensation, disability benefit, or other employee benefit acts;
- (2) Claims arising out of bodily injury, occupational sickness or disease, or death of an employee or any other person;
- (3) Claims customarily covered under personal injury liability coverage;
- (4) Claims other than to the work itself arising out of an injury to or destruction of tangible property, including the loss of use resulting therefrom;
- (5) Claims arising out of ownership, maintenance or use of any motor vehicle;
- (6) Railroad protective liability coverage in the event the contract involves work to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing.

- B. **Worker's Compensation Insurance and Employer's Liability Insurance.** The Contractor shall provide applicable statutory Worker's Compensation Insurance with minimum limits as provided below covering all Contractor's employees, and in the case of any subcontracted work, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for Subcontractor's employees.

The Contractor shall provide Employer's Liability Insurance with minimum limits as provided below placed with an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each Subcontractor similarly to maintain Employer's Liability Insurance on the Subcontractor's employees.

Coverage	Listing	Min Amt	Notes
Worker's Comp.			
	State	Statutory	
	Applicable Federal	Statutory	
Employer's Liability			
	Bodily Injury by accident	\$500,000	each accident
	Bodily Injury by disease	\$500,000	each employee
	Bodily Injury	\$500,000	policy limit

C. **Commercial General Liability Insurance.**

- (1) The Contractor shall provide Commercial General Liability Insurance in a policy form providing no less comprehensive and no more restrictive coverage than provided under the ISO® form CG00010798 or newer with standard exclusions "a" through "o" and with minimum limits as provided below. Any other exclusions that operate to contradict or materially alter the standard exclusions shall be specifically listed on the certificate of insurance and shall be subject to the prior written approval of the City Attorney.

Coverage	Min Amt	Notes
General	\$2,000,000	Aggregate
Products and Completed Operations	\$2,000,000	Aggregate
Personal and Advertising Injury	\$1,000,000	
Each Occurrence	\$1,000,000	
Fire Damage Limit	\$ 100,000	any one fire
Medical Damage Limit	\$ 10,000	any one person

(2) The required Commercial General Liability Insurance shall also include the following:

- Coverage for all premises and operations
- Endorsement to provide the general aggregate per project endorsement
- Personal and advertising injury included
- Operations by independent contractors included
- Contractual liability coverage included
- X.C.U. Coverage including coverage for demolition of any building or structure, collapse, explosion, blasting, excavation and damage to property below the surface of ground.
- Any fellow employee exclusions shall be deleted
- Coverage shall not contain an absolute pollution exclusion, and applicable remaining coverage shall apply for pollution exposures arising from products and completed operations.
- Coverage for products and completed operations maintained for duration of work and shall be maintained for a minimum of three years after final acceptance under the Contract or the warranty period for the same whichever is longer, unless modified in any Special Provisions.
- Contractual Liability coverage shall include contractually assumed defense costs in addition to any policy limits.

(3) If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).

(4) City may at its sole option, and in lieu of being additional insured on the Contractor's policy, by written requirement in the Special Provisions or by written change order, require Contractor to provide a separate Owner's Protective liability policy. The premium cost to obtain such insurance shall be as paid as provided in the Special Provision or change order, with any related cost savings as reasonably determined by the City being reimbursed or paid to the City.

D. Vehicle liability insurance coverage.

- The Contractor shall provide reasonable insurance coverage for all owned, non-owned, hired and leased vehicles with specific endorsements to include contractual liability coverage and delete any fellow employee exclusion.
- If specifically required in the Special Provisions, the required coverage shall also include an endorsement for auto cargo pollution (ISO® form CA 99 48).

E. Railroad Protective Liability. If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with

minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City Attorney's office prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

- F. **Umbrella or Excess Insurance.** The Contractor shall provide Umbrella or Excess insurance coverage with minimum coverage limits of \$3,000,000 each occurrence and aggregate.

G. **City included as Insured on Contractor's Policy – Endorsements required.**

The Contractor shall provide adequate written documentation, including applicable ACORD certificates, declarations pages or other acceptable policy information demonstrating that the City is included as an additional insured along with the Contractor with respect to all of the coverages required in this "Section 2A Insurance Requirements," except for applicable Worker's Compensation coverage, to include all work performed for the City and specifically including, but not limited to, any liability caused or contributed to by the act, error, or omission of the Contractor, including any related subcontractors, third parties, agents, employees, officers or assigns of any of them. The documentation or endorsement shall specifically include the city as an additional insured for purposes of Products and Completed Operations. The inclusion of the City as additional insured shall be for coverage only on a primary basis for liability coverage, and no coverage shall contain a policy or other restriction or attempt to provide restricted coverage for the City, whether on an excess, contributory or other basis regardless of any other insurance coverage available to the City.

3. **CONTRACTOR'S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE**

- A. To the same extent as specified for minimum coverage requirements in Section 2 above, the required insurance shall include contractual liability coverage to include indemnification and hold harmless agreements and provisions in the related Contract Documents, specifically including the following provision:
- (1) To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City, its officers, agents, employees, volunteers and consultants from and against any and all claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs arising out of or related to the Contract or the Contractor's activities, errors, or omissions related to the Contract including liabilities or penalties imposed by applicable, law, rule or regulation in connection therewith; provided that such claims, damages, losses, costs, and expenses, including but not limited to attorney's fees and costs:
 - is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and
 - is caused in whole or in part by any act or omission of the Contractor, any subcontractor, agent, officer, employee, or assigns of the same or by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in whole or in part by a party indemnified hereunder.
 - (2) Such indemnification shall not be construed to negate, abridge, limit or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section.
- B. In any and all claims by any employee (whether an employee of the Contractor or subcontractor, or their respective agents or assigns by anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable as an employer) in whole or in part against the City, its officers, agents, employees, volunteers or consultants, the above indemnification shall not be limited in any way by the amount of damages, compensation, benefits or other contributions payable by or on behalf of a the employer under Worker's Compensation statutes, disability benefit acts, or any other employee benefit or payment acts as the case may be.

- C. The obligations of indemnification herein shall not include or extend to:
- (1) Any outside engineer's or architect's professional errors and omissions involving the approval or furnishing of maps, drawings, opinions, reports, surveys, change orders, designs or specifications within the scope of professional services provided to the City and related to the Contract; and
 - (2) Any claims arising out of the negligence of the City to the extent the same is the sole and proximate cause of the injury or damage so claimed.
- D. In the event of any litigation of any such claims shall be commenced against the City, Contractor shall defend the same at Contractor's sole expense upon notice thereof from the City. Contractor shall notify the insuring company that the City reserves and does not waive any statutory or governmental immunity and neither Contractor, nor Contractor's counsel whether employed by Contractor or by an insurer on behalf of the Contractor shall waive such defenses or enter into any settlement or other disposition requiring waiver of any defenses or immunity of the City without the express written consent of the City.

4. CONTRACTOR'S INSURANCE FOR OTHER LOSSES.

- A. Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned, rented or used in connection with the Contract including any tools, machinery, equipment, storage devices, containers, sheds, temporary structures, staging structures, scaffolding, fences, forms, braces, jigs, screens, brackets, vehicles and the like owned or rented by Contractor, or Contractor's agents, subcontractors, suppliers, or employees.
- B. In connection with the above, Contractor shall cause or require any applicable insurance related to physical damage of the same to provide a waiver of a right of subrogation against the City.

5. NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE.

- A. The Contractor shall promptly notify the City in writing and provide a copy of all claims and information presented to any of Contractor's insurance carrier/s upon any loss or claim or upon any occurrence giving rise to any liability or potential liability related to the Contract or related work. The notice to the City shall include pertinent details of the claim or liability and an estimate of damages, names of witnesses, and other pertinent information including the amount of the claim, if any.
- B. In the event the City receives a claim or otherwise has actual knowledge of an any loss or claim arising out of the Contract or related work and not otherwise known to or made against the Contractor, the City shall promptly notify the Contractor of the same in writing, including pertinent details of the claim or liability; Provided, however the City shall have no duty to inspect the project to obtain such knowledge, and provided further that the City's obligations, if any, shall not relieve the Contractor of any liability or obligation hereunder.

6. PROPERTY INSURANCE/ BUILDER'S RISK.

- A. The Contractor shall provide property insurance (a/k/a Builder's Risk or installation Floater) on all Projects involving construction or installation of buildings or structures and other projects where provided in the Special Provisions. Such insurance shall be provided in the minimum amount of the total contract sum and in addition applicable modifications thereto for the entire work on a replacement cost basis. Such insurance shall be maintained until the City completes final acceptance of the work as provided in the Contract. Such insurance shall be written and endorsed, where applicable, to include the interests of the City, Contractor, Subcontractors, Sub-subcontractors in the related work. The maximum deductible for such insurance shall be \$5,000 for each occurrence, which deductible shall be the responsibility of the Contractor. Such insurance shall contain a "permission to occupy" endorsement.

- B. All related Property Insurance shall be provided on a "Special Perils" or similar policy form and shall at a minimum insure against perils of fire including extended coverage and physical loss or damage including without limitation or duplication of coverage: flood, earthquake, theft, vandalism, malicious mischief, collapse, and debris removal, including demolition whether occasioned by the loss or by enforcement of applicable legal or safety requirements including compensation or costs for City's related costs and expenses (as owner) including labor required as a result of such loss.
- C. All related Property Insurance shall include coverage for falsework, temporary buildings, work stored off-site or in-transit to the site, whether in whole or in part. Coverage for work off-site or in-transit shall be a minimum of 10% of the amount of the policy.
- D. The Contractor's Property Insurance shall be primary coverage for any insured loss related to or arising out of the Contract and shall not be reduced by or coordinated with separate property insurance maintained by the City.

INSTRUCTIONS TO PROPOSERS
CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 All responses to electronic RFP's will be completed as outlined in this document and the specifications using a two step process.
 - A) Proposers shall respond electronically to all attributes and addendums as required.
 - B) All written responses and information shall be mailed or delivered to the office of the Purchasing Division as outlined in the specifications.
- 1.2 Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in the specifications. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the proposer's letterhead and firmly attached to the response/offer document.
- 1.3 Proposed prices shall be submitted on company letterhead with the proposal if the specifications indicate that price will be evaluated as part of the award criteria.
- 1.4 Failure to complete the electronic and written portions of the RFP may cause the proposal to be rejected.
- 1.5 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.6 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
 1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements

5. INDEPENDENT PRICE DETERMINATION

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

6. SPECIFICATION CLARIFICATION

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by electronic addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the City; proposers shall not rely upon oral interpretations.

7. ADDENDA

- 7.1 Addenda are instruments issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Changes made to the specification documents will be made by electronic addenda to all bidders via e-mail notice.
- 7.3 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.4 Proposers shall verify addendum receipt electronically prior to bid closing or RFP may be rejected.

8. ANTI-LOBBYING PROVISION

- 8.1 During the period between the advertised date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

9. SITE VISITATION

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

10. EVALUATION AND AWARD

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes MAY be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
 - 1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
 - 2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the City, and deemed to best serve City requirements.
- 10.7 The City reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the City.

11. TERMINATION/ASSIGNMENT

- 11.1 The City may terminate the Contract if the Contractor:
 - 1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
 - 2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
 - 3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
 - 1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the City shall pay Contractor in accordance with this section.
 - 2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the City may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the City.

12. INDEMNIFICATION

- 12.1 The proposer shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract, including the loss of use resulting therefrom; is caused in whole or in part by any one of them or anyone for whose acts made by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.

- 12.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

13. TERMS OF PAYMENT

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

14. LAWS

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

15. LIVING WAGE

- 15.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. TAXES AND TAX EXEMPT CERTIFICATE

- 17.1 The City is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.
- 17.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

18. CITY AUDIT ADVISORY BOARD

- 18.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/purchase order, as allowed by law.

19. E-VERIFY

- 19.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.

**Advertise 1 time
Friday, August 24, 2012**

**City of Lincoln/Lancaster County
Purchasing Division
NOTICE TO BIDDERS**

Sealed bids will be received by the Purchasing Agent of the City of Lincoln/Lancaster County, Nebraska **BY ELECTRONIC BID PROCESS** until: **12:00 pm, Friday, September 14, 2012** for providing the following:

**Transit Advertising Services - StarTran
Bid No. 12-237**

A non-mandatory pre-bid meeting will be held Thursday, August 30, 2012, at 1:30 p.m. at the StarTran Office located at 710 "J" Street, Lincoln, NE. Bidders are strongly encouraged to attend the pre-bid meeting.

Bidders must be registered on the City/County's E-Bid site in order to respond to the above Bid. To Register go to: lincoln.ne.gov (type: e-bid - in search box, then click "Supplier Registration")

Upon e-mail notification of registration approval, you may go to the E-Bid site to respond to this bid. Questions concerning this bid process may be directed to City/County Purchasing at (402) 441-8309 or (402) 441-7410 or rwalla@lincoln.ne.gov



Nebraska Resale or Exempt Sale Certificate

for Sales Tax Exemption

FORM
13

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER				NAME AND MAILING ADDRESS OF SELLER			
Name The City of Lincoln				Name Houck Transit Advertising			
Street or Other Mailing Address 555 South 10th Street				Street or Other Mailing Address 4610 Milton St. North			
City Lincoln	State NE	Zip Code 68508		City St. Paul,	State MN	Zip Code 55126	

Check Type of Certificate

☐ Single Purchase

☒ Blanket

If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One

☐ Purchase for Resale (Complete Section A)

☒ Exempt Purchase (Complete Section B)

☐ Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of
from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the
form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: ☐ Wholesaler ☐ Retailer ☐ Manufacturer ☐ Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased

Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold

Date of Seller's Original Purchase

Was Tax Paid when Purchased by Seller?

Was Item Depreciable?

☐ YES ☐ NO

☐ YES ☐ NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

☐ As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from
Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____
(exempt entity)

☐ Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases
of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the
regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135,
shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for
each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket
certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct
and complete.

sign
here

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER
Division is taxable per Reg. 066.14A or applicable laws.

6-134-1970 Rev. 3-2009
Supersedes 6-134-1970 Rev. 10-2007

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE.

Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from sales tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate. Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller; (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.
3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.
4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.
5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).
6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2012

PRODUCER

STATE FARM INSURANCE
ONE STATE FARM PLAZA
BLOOMINGTON, IL 61710



INSURED

Houck Motor Coach Advertising, Inc.
4610 Milton Street N.
Shoreview, MN 55126-5815

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: State Farm Fire and Casualty Company 25143 25143

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	93-BH-R844-7	03/01/2012	03/01/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 4,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	1424816-A29-23	07/29/2012	01/29/2013	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 100,000
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	93-BG-C698-9	07/29/2012	07/29/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Inland Marine	93-KC-8852-2	8/26/2012	8/26/2013	Computer 3000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Listed as additional insured: City of Lincoln

CERTIFICATE HOLDER

Additional Insured
City of Lincoln
710 J St
Lincoln, NE 68508-2938

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Bid Request Number	12-237 Addendum 2	Organization	Lincoln Purchasing
Title	Transit Advertising Services	Bid Creator	Robert Walla Asst. Purchasing Agent
Description	A written and electronic response is requi	Email	rwalla@lincoln.ne.gov
Bid Type	RFP	Phone	1 (402) 441-8309
Issue Date	8/24/2012 11:38:26 AM Central	Fax	1 (402) 441-6513
Close Date	9/14/2012 12:00:00 PM Central		

Responding Suppliers

Name	City	State	Response Submitted	Lines Responded	Response Total
Houck Transit Advertising	St. Paul	MN	9/11/2012 4:02:36 PM CST	1	\$0.00

Bid Request Number

12-237 Addendum 2

Specification Responses		Houck Transit Advertising
Line	Attribute Name	Response
Header	Insurance Requirements	Yes
Header	Sample Contract	Yes
Header	Specifications	Yes
Header	Electronic Signature	Yes
Header	Instructions to Proposers	Yes
Header	Performance/Payment Bonds	Yes
Header	Contact	Justin Houck
Header	Tax Exempt Certification Form	Yes
Header	Proposal Submission	Yes
Header	Federal Documents	Yes
Header	Agreement to Addendum No. 1	Yes
Header	Agreement to Addendum No. 2	Yes